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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IDAHO TELEPHONE ASSOCIATION,)	
CITIZEN TELECOMMUNICATIONS)	CASE NO. QWE-T-02-11
COMPANY OF IDAHO, CENTURY TEL OF)	
IDAHO, CENTURY TEL OF THE GEM)	
STATE, POTLATCH TELEPHONE COMPANY)	
And ILLUMINET, INC.)	

Complainants

vs.

QWEST COMMUNICATIONS, INC.

Respondent

SUPPLEMENTAL TESTIMONY OF

SCOTT A. MCINTYRE

QWEST CORPORATION

December 6, 2002

IDENTIFICATION OF WITNESS AND PURPOSE

Q. PLEASE STATE YOUR NAME, TITLE, AND ADDRESS.

A. My name is Scott A. McIntyre. I work for Qwest Corporation as a Director for Product and Market Issues. My work address is 1600 Bell Plaza, Seattle, Washington.

Q. HAVE YOU PREVIOUSLY PROVIDED TESTIMONY IN THIS PROCEEDING?

A. Yes, I filed Direct and Rebuttal testimony in this proceeding on September 27, and October 18, 2002, respectively.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to notify the Commission that the parties were unable to settle their disputes.

DISCUSSION OF QWEST'S FINAL SETTLEMENT OFFER

Q. EVEN THOUGH THE PARTIES DID NOT SETTLE, IS QWEST WILLING TO MAKE A CHANGE TO ITS CATALOG THAT AFFECTS THE ISSUES IN THIS CASE?

A. Yes. Qwest is willing to modify its current SS7 catalog offering so that Illuminet and other entities purchasing out of the catalog would not be charged for messages associated with local traffic. To effectuate this change on local message billing, Qwest offered to implement a Percent Local Use (PLU) factor in its billing system similar to the Percent Interstate Use (PIU) factor that is in place today. Under this proposal, Qwest's SS7 catalog customer would self-report a PLU factor for the local, EAS and IntraMTA SS7 messages it sends to Qwest,

subject to Qwest audit. Catalog customers would not be charged for SS7 messages associated with that traffic.

Q. SO FOR WHAT SS7 MESSAGES WOULD QWEST ASSESS CHARGES UNDER THE REVISED ACCESS CATALOG?

A. Charges would still be assessed on messages associated with all types of intrastate toll traffic.

Q. WHY DOES QWEST ASSESS THE SS7 MESSAGE CHARGES ON MEET POINT BILLED TRAFFIC?

A. In the voice/data network context, when two or more local exchange carriers are involved in originating or terminating call to/from an IXC, then meet point billing arrangements are used. Each local exchange carrier bills the IXC the appropriate rates for its use of their portion of the voice/data network. In the SS7 network context, however, Qwest's SS7 network receives a message query from **both** the IXC and SS7 provider for the local exchange company (which in the Complainants' case is a third party SS7 provider). Accordingly, it is proper for Qwest to recover the costs to the SS7 network from the IXC for its SS7 message query and also from the third party SS7 provider for its SS7 message query.

Q. WHY WILL THE SS7 MESSAGE CHARGES BE ASSESSED ON ORIGINATING AND TERMINATING TOLL TRAFFIC?

A. The SS7 product that is the subject of this proceeding is an access product rather than a UNE product. Thus, the rating of this SS7 product, is similar to that of other access products; that is, both originating and terminating messages are

subject to charge. Feature Group Switched Access services are another example of this type of access rating.

The UNE product for SS7, included in Qwest's SGAT, which is not the subject of this proceeding, is rated using interconnection principles. For unbundled SS7 purchase out of the SGAT or interconnection agreements, local messages are billed in the terminating direction only. Another example of this type of interconnection rating is for Qwest's Local Interconnection Service, where usage is billed by Qwest only for local calls that terminate to Qwest end users.

Q. WOULD QWEST BE WILLING TO ACCEPT THE QWEST-OFFERED TERMS AND CONDITIONS DISCUSSED IN THIS SUPPLEMENTAL TESTIMONY AS A COMMISSION ORDER?

A. Yes.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.